

04-29-1999

FORM PTO-1594
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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

S O N L Y

T02271US0

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

PEROT SYSTEMS CORPORATION *MD*
3-31-98

2. Name and address of receiving party(ies):

Name: INDUSTRY.NET INC. *Mar 31 1998*

Internal Address: _____

Street Address: 15 Inverness Way East
Englewood, Colorado 80155-6800

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other _____

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the U. S., a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

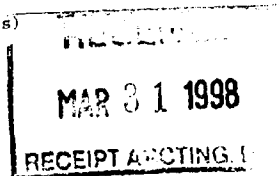
Execution Date: 10/31/97

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,878,360



Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LARSON AND TAYLOR

Attention: Brewster Taylor

Street Address: 1199 N. Fairfax St., Ste. 900

City: Alexandria State: VA Zip: 22314

6. Total no. of applications and registrations involved: 1

7. Total fee (37CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account if fee is missing or insufficient

8. Deposit account number:

12-0555
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brewster Taylor
Name of Person Signing

Brewster Taylor
Signature

3/31/98
Date

Total number of pages including cover sheet, attachments and document: 4

BILL OF SALE AND ASSIGNMENT

Reference is made to the Asset Purchase Agreement dated as of October 31, 1997 (the "Asset Purchase Agreement") by and between Perot Systems Corporation, a Delaware corporation ("SELLER") and Information Handling Services Inc., a Delaware corporation ("BUYER"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Asset Purchase Agreement.

1. Sale and Assignment. For good and valuable consideration paid by BUYER, the receipt and sufficiency of which are hereby acknowledged, SELLER hereby sells, conveys, assigns, transfers and delivers to Industry.net, Inc., a Delaware corporation and wholly-owned subsidiary of BUYER ("Industry.net") forever, all right, title and interest in and to all of the Purchased Assets, free and clear of any pledge, lien, option, charge, security interest, mortgage or other encumbrance, to have and to hold to its own use and benefit forever.

2. SELLER hereby irrevocably constitutes and appoints Industry.net its true and lawful attorney, with full power of substitution, in the name of SELLER, or otherwise, and on behalf and for the benefit of Industry.net to demand and receive from time to time any and all property of SELLER hereby conveyed, transferred, assigned and delivered or intended so to be, and to institute, defend and compromise any and all actions, suits, or proceedings in respect of any of the properties hereby conveyed, transferred, assigned and delivered or intended so to be, that BUYER and Industry.net shall deem desirable. SELLER hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by them in any manner or for any reason.

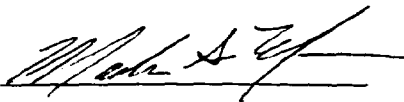
3. All of the provisions of this Bill of Sale and Assignment shall inure to the benefit of the successors and assigns of Industry.net, subject to the Asset Purchase Agreement, and shall be binding upon the successors and assigns of SELLER.

4. From and after the execution and delivery of this Bill of Sale and Assignment to BUYER, SELLER shall have no right, title or interest in the Purchased Assets.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale and Assignment as of the ~~31~~ day of October, 1997.

PEROT SYSTEMS CORPORATION

By: 

Title: Group Director and
Chief Technologist

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SCHEDULE 2.1
PURCHASED ASSETS

A. MEMBER INFORMATION

1. Data records for registered users of the Industry.net service including any associated identification and demographic data captured at time of registration.
2. Data records for all subscribers to the Industry.net Report.

B. CUSTOMER INFORMATION

1. Data records and the online representation of all "Business Center" customer companies, current and historical.
2. Data records and the online representation of all "Catalog" customer companies, current and historical.

C. ONLINE CONTENT

1. Templates and forms for all Business Centers and Catalogs.
2. All Industry.net content produced by employees of Perot Systems or conveyed to Perot Systems by Nets, Inc. that resides on the current live service or in any electronic archive, including, news information, product announcements ("Hot New Products"), web guide, event calendar, special reports, discussion forums, and shareware; provided that Seller does not purport to convey to Buyer content supplied to it or its predecessors by third parties (other than Nets, Inc.).

D. SITE ANALYTICS

1. All data records captured in the Industry.net "access logs" recording system usage and behavior.
2. All information from the "access logs" aggregated daily into "usage statistics."

E. REGISTERED TRADEMARK

MARK: INDUSTRYNET

GOODS/SERVICES: COMPUTER SERVICES; NAMELY, PROVIDING ON-LINE INFORMATION SERVICES IN THE NATURE OF A COMPUTER BULLETIN BOARD ON INDUSTRIAL PRODUCTS, SOFTWARE, SERVICES AND COMPANIES FOR ENGINEERING AND PURCHASING PROFESSIONALS

UNITED STATES TRADEMARK APPLICATION SERIAL NO.: 74-375,595

REG. NO.: 1,878,360

REGISTERED: FEBRUARY 7, 1995

FIRST USE: January 25, 1993 (Intl Class 42)

FIRST COMMERCE: January 25, 1993 (Intl Class 42)

TRADEMARK